der to get the plaintiff discharged, charged him with being short in his accounts with the company, which was untrue. The plaintiff admitted having funds of the corporation in his possession, but maintained that he could hold them until the defendant corporation paid the debt it owed him. The corporation told Crane to consult their attorney and be guided by his advice. The plaintiff was arrested and acquitted of the charges. He then brought suit against Crane and the corporation alleging malicious prosecution. *Held,* that the malice of Crane was to be imputed to the corporation because he was acting with the consent of the corporation in regard to the suit and he was, in bringing the suit, acting within the scope of his authority. *White* v. *Internat'l Text Book Co., et al,* (Iowa, 1915) 155 N. W. 298.

Under the common law a corporation was not liable for its torts. *Orr* v. *U. S. Bank,* 1 Oh. 36. But this doctrine was soon limited to public and charitable corporations. The exemption from liability of corporations for their torts was gradually cut down until today we see them liable for nearly every kind of tort. In order to arrive at this doctrine it was necessary for the courts to cast aside the doctrine that corporations are not liable for ultra vires acts that amounted to torts. *Ill. Cent. R. R. Co.* v. *Reid,* 37 Ill. 486; *W. Va. Transp. Co.* v. *Standard Oil Co.,* 50 W. Va. 611, 40 S. E. 591, 7 R. C. L. 683. The principal case decides that the corporation is liable for the malicious prosecution of a person by its agent. It held that the agent was acting in the capacity of agent by doing the act and that the corporation gave him authority to do the particular act on advice of their attorney. In *Wright* v. *Wilcox,* 19 Wend. 343 it was held that malice of an agent of a corporation could not be imputed to the employer. This doctrine was supported by *Childs* v. *Bank,* 17 Mo. 213. These cases show the early view, but such is not the law today; in a recent Michigan case the court said, "the doctrine that an action will not lie against a corporation for a tort is exploded. The same rule applies to corporations as to individuals. They are equally responsible for injuries done in the course of their business by their servants." *Wachsmith* v. *Bank,* 96 Mich. 426. It has also been held that "The rule is that an employer is not liable for a wilful injury done by an employee though done while in course of his employment, unless the employee's purpose was to serve his employer by the wilful act." *Nesbitt* v. *R. R. Co.,* 163 Ia. 39; *Jordan* v. *Ala R. R. Co.,* 74 Ala. 85; *Maynard* v. *Fireman's Fund Ins. Co.,* 34 Calif. 48; *Goodspeed* v. *East Haddem Bank,* 22 Conn. 530; *Wheeler Co.* v. *Boyce,* 36 Kans. 530; *Carter* v. *Howe Mach. Co.,* 51 Md. 290; *Reid* v. *Home Sav. Bank,* 130 Mass. 443; *Aldrich* v. *Press Printing Co.,* 9 Minn. 133; *Vance* v. *Erie R. R. Co.,* 32 N. J. L. 334; *Gillett* v. *Mo. Valley R. R. Co.,* 55 Mo. 315; *Rivers* v. *Yazoo R. R. Co.* 90 Miss. 196; *Bishop* v. *Readsboro Chair Co.,* 85 Vt. 141; *Pa. R. R. Co.* v. *Weddle,* 100 Ind. 138.

CRIMINAL LAW.—VENUE IN CASES OF FALSE PRETENSES BY TELEPHONE.—The Criminal Code of March 4, 1909, ch. 321, §32 (35 Stat. at L. 1095, Comp. Stat. 1913, §10,196), makes it a punishable offense to "falsely assume or pretend to be an officer or employe acting under the authority of the United States," with intent to defraud. Where the defendant was indicted

under this statute for representing by telephone to a person in the Southern District of New York that he was Mr. A. Mitchell Palmer, a member of Congress, with the intent to defraud J. P. Morgan and Company, and the United States Steel Corporation, *held*, that the District Court of the United States for the Southern District of New York had jurisdiction to try the defendant, even though the defendant was not actually within the District at the time of the telephone conversation, since the personation took effect there. *Lamar* v. *United States*, (1916) 36 Sup. Ct. 255.

The question recalls the decision in *United States* v. *Freeman*, 36 Sup. Ct. 32, commented upon supra, page 249, where the court sustained the jurisdiction of the District Court for Kansas to punish the shipping of unmarked packages containing intoxicating liquors into Cherokee County, Kansas. In both cases the court declined to discuss the matter at any length, Mr. Justice HUGHES, writing the opinion in the principal case, characterizing the objection as "frivolous." Only one case was cited, *Burton* v. *United States*, 202 U. S. 344, 381, 50 L. Ed. 1057, 1071, 26 Sup. Ct. 688, 6 Ann. Cas. 362, 371, which held that the District in which was mailed a letter accepting defendant's offer to take a bribe had jurisdiction to punish the defendant for agreeing to receive a bribe. No reason appears for citing this case as an authority, unless it be upon the general point that the defendant need not be personally present in the jurisdiction in which he commits a crime. The court is undoubtedly correct in deciding that the personation took place where the message was received. It is settled by an overwhelming weight of authority that where the unlawfulness of a crime consists in communication to another person, and the communication is made through the mails, the offender may be tried at the place where the letter is received. *In re Palliser*, 136 U. S. 257, 265, 10 Sup. Ct. 1034, and cases cited. See also WHARTON, CRIMINAL LAW, (11 th. ed.) §334. The principal case is not inconsistent with those cases which hold that a contract made over the telephone is made in the place where the acceptor speaks. *Bank of Yolo* v. *Sperry Flour Co.*, 141 Cal. 314, 65 L. R. A. 90; *Tyng and Co.* v. *Converse*, 180 Mich. 195, 146 N. W. 629.

EQUITY—CONTRACT OF PURCHASE AS SUBJECT-MATTER OF CONSTRUCTIVE TRUST.—Defendant paid several installments upon a contract of purchase of an automobile with money obtained from plaintiff through fraud. Upon arrest for embezzlement the defendant assigned the contract of purchase to another party, a defendant in this suit. The vendor as a subterfuge attempted to rescind the former contract of sale and to execute a new one to this assignee, who paid other installments then due. *Held*, that a constructive trust in favor of plaintiff be impressed upon this contract of purchase to the amount of the defrauded money so invested. *Carter* v. *Holt et al.*, (Cal. App. 1915-16) 154 Pac. 37.

Equity will declare a constructive trust, in favor of an injured party, upon property purchased with funds secured by fraud or larceny. *Nebraska Nat. Bank* v. *Johnson*, 51 Neb. 546, 71 N. W. 294; *Edwards* v. *Culberson*, 111 N. C. 342, 16 S. E. 233, 18 L. R. A. 204. But the principal case presents a different situation from that presented in cases like those cited. Title to the